

## Booking Conditions

### Your Holiday Contract

As soon as we dispatch your holiday confirmation invoice, but not before, your contract with *Exclusive Meganisi* takes effect. Once the contract is made, we are responsible to you to provide the holiday you have booked and you are responsible to us to pay for it as outlined on the website.

Please note it is important to check carefully the written confirmation of your booking when you receive it, or if booking late, that all the details are exactly as requested at the time of booking. Our responsibility is to provide you with the holiday you have booked as described on the website and as confirmed to you. If you wish to cancel or change your booking you may have to pay cancellation or amendment charges. With parties of two or more people, the person who makes the booking accepts responsibility for making payment to *Exclusive Meganisi* for all members of the party. We will send all documents and other information to that person who will, in turn, be responsible for ensuring that the other members of the party are kept fully informed.

### Prices

All prices for accommodation on the website are in euros and the exchange rate, if paying in pounds sterling, will be set by your bank in making the transfer of funds.

### Payment

Payment for your holiday is as follows – a) if you book more than 8 weeks before your holiday departure date you are required to pay a deposit and a schedule of payments as set out on the individual accommodation pages on our web site. B) if you book less than 8 weeks before departure you must pay the full price of your holiday at the time of making the booking. We reserve the right to cancel your holiday if you fail to make payment on time. In this case, you would then owe *Exclusive Meganisi* the cancellation charges as set out below.

### Special Requests

If you have a special request which does not form part of the holiday as described on the website please let us know. We will always try to provide such requests but cannot guarantee to do so. Under no circumstances will such requests be accepted by us to form part of our contractual obligations and there will be no liability on our part if the special request cannot be provided.

### Holiday Insurance

It is a condition of booking that you take out holiday insurance which adequately covers you especially for sickness abroad. **It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. Remember to bring your EHIC (European Health Insurance Card - replacing the old E111), many insurance policies are invalid if you don't have your EHIC with you.**

For those who participate in sports and water sports whilst on holiday it is your responsibility to ensure that you obtain the relevant insurance cover.

### If You Wish To Make Changes

Should you wish to change any of the details of your booking once the booking is confirmed by us, we will do our best to help. However, we have no obligation to make any change other than to allow you or any member of your party who is prevented from travelling to cancel the booking. Any changes must be confirmed in writing by the person who made the booking. All correspondence should be sent by email or recorded delivery.

### Changes Whilst on Holiday

If you wish to make any change whilst on holiday (eg changing your accommodation) all requests are subject to availability and normal booking conditions will apply. There will be an amendment charge of €100 should this be the case.

### Changes We May Need to Make to Your Booking

In very unusual circumstances we may have to change your accommodation, excursions or vehicle and boat hire. Should this happen we will make sure that the accommodation or other holiday bookings is to the same standard of the accommodation, excursions, vehicle or boat booked and that you are notified as soon as is practical. Our excursions timetable is put together in good faith. Should one of our facilitators fall ill or be unable to run the excursions as described we will offer a full refund.

### If You Cancel

In certain cases, we start to incur costs for your holiday from the time we confirm your booking. Should you cancel, the closer your departure date is, the less likely we will be able to re-sell the holiday. It follows, therefore, that if you cancel your holiday there will be a cancellation charge, and the later the cancellation, the higher the charge will be. If you wish to cancel your holiday, the cancellation must be in writing and authorised by the person in whose name the booking is invoiced. These written instructions should be sent immediately to us. All cancellations should be sent by recorded delivery or by email.

Cancellation takes effect from the moment we receive your letter or email. Cancellation charges will be calculated as set out below and will be notified in writing (please note that these charges apply if you fail to make payment on time and, as a result, we cancel your holiday).

- 8 weeks notice or more – deposit returned
- 6-8 weeks notice – 75% refund
- 4-6 weeks notice – 50% refund
- 2-4 weeks notice – 25% refund
- less than 2 weeks notice – no refund

Please note that if you cancel your holiday for a reason covered by your insurance policy you will be able to reclaim your cancellation charges subject to any excess payable.

#### **If We Cancel Or Make Changes**

If any material changes occur before you book, we will tell you at the time of booking. It may be necessary, even after we have confirmed your booking, to amend your holiday arrangements. Most changes will be of a minor nature (eg changing to accommodation of the same or higher category or changing an excursion facilitator in the event of illness or other unforeseen circumstance) and will have little effect on your holiday. If possible, we will inform you as soon as possible before your departure but will have no other liability to you.

#### **Force Majeure**

This means if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequence, natural or nuclear disaster, fire, adverse weather conditions.

#### **Vehicle, boat hire and excursions**

Any services provided or excursions purchased locally on your behalf by Exclusive Meganisi do not form part of this contract. The rental of vehicle and boats is the subject of different terms and conditions outwith the scope of this contract and will be personally explained at the time of booking.

#### **Damage to property while on holiday**

Should any member of the party or their guests be responsible for damage or loss of any item listed on the inventory at the property during their occupation of the accommodation a charge will be made to cover the cost of repair or replacement. Please advise *Exclusive Meganisi* before checking out of the accommodation so this can be put right for the subsequent users of the property.

#### **Our Liability To You**

We accept full liability for the proper performance of our obligations under our agreement with you for the provision of your holiday. If you or any member of your party suffers damage by our failure to perform or our improper performance of our agreement with you for the provision of your holiday, we accept liability except in the following circumstances:

- a) if the failure or improper performance is your fault or the fault of any member of your party
- b) if the failure is the fault of someone else not connected with the provision of the services which make up the holiday which we have confirmed to you
- c) any unusual and unforeseeable circumstance beyond our control, the consequences of which could not have been avoided even if all due care had been exercised
- d) any event where we or the supplier of any service, even with due care, could not foresee or forestall.

#### **Complaints Procedure**

If you have a complaint while you are on holiday you must inform *Exclusive Meganisi* immediately. We will do their best to resolve the problem to your satisfaction. If you wish to pursue the complaint further, please write to us and send the letter by recorded delivery and we will use an independent adjudicator to seek to resolve the issues. Any complaints and matters raised will be dealt with under the terms of Greek and EU legislation.

Exclusive Meganisi,  
Vathy Bay,  
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We regret we cannot accept any complaint received more than 28 days after your return to the UK. Please note that compensation and/or refunds, where applicable, will be paid to the person in whose name the booking was made.